

**CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SANTA CLARA LIONS FOOTBALL CLUB, INC.**

This Agreement ("Agreement") is made and entered into on this ____ day of _____, 200__ ("Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), and Santa Clara Lions Football Club, a California non-profit organization, organized and existing in the County of Santa Clara by virtue of the laws of the State of California, with its principal place of business located at 3320 Lochinvar, #54, Santa Clara, CA 95051 ("Recipient"). City and Recipient may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

Whereas:

1. As one of its functions as a chartered municipal corporation, City seeks to encourage, protect and enhance the health, safety, welfare and general good of the City and its citizens as well as improve the general quality of life for its citizens; and,
2. City desires to utilize the experience and ability of Recipient in helping to provide cultural, educational, recreational and entertainment opportunities for the general good of all.

In consideration for the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, the Recipient and City agree as follows:

AGREEMENT PROVISIONS

1. Incorporation of Preamble and Recitals

The Parties to this Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

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2. Nature of Agreement

City agrees to contribute an amount set forth in this Agreement ("Contribution") to Recipient, in consideration for Recipient's performance of the Activities described below and fully compliance with all of the terms and conditions of this Agreement.

3. Duties of Recipient

In consideration for the receipt of funds to be paid to Recipient by City, Recipient shall perform all of the described work, services and activities required to present or to bring about the event(s) described in Exhibit A (collectively referred to herein as the "Services"), entitled, "Description of Recipient's Activities and Obligations," (the "Activities"), attached and incorporated by this reference.

4. Payment of Contribution

Recipient shall perform all of the Services under this Agreement as a condition precedent to the City's delivery of the fund ("Contribution") referenced in Exhibit B, entitled, "Amount of Contribution, Terms of Payment and Restrictions," attached and incorporated by this reference. Upon Recipient's compliance with the terms and conditions of this Agreement, City will contribute to Recipient the amount set forth in Exhibit B. The Contribution paid to Recipient shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Recipient, then for reimbursement of same to Recipient) related to the Activities. None of the City's Contribution will be used to pay for any expenses of Recipient incurred before the Effective Date.

5. Limitation of Financial Responsibility

In no event shall City's share of the Recipient's expenses related to the Services and Activities provided under this Agreement exceed the amount set forth in Exhibit B. In no event will Recipient have the right or power to pledge the credit of City or incur any obligation in the name of City.

6. Records and Documentation

Within thirty (30) days following the conclusion of Recipient's performance of the Activities required under this Agreement, Recipient shall deliver to the City a written detailed accounting statement showing all receipts and disbursements received or made in connection with the provision of the Activities for City review and/or audit. This accounting statement shall provide expense summary documentation to the satisfaction of the City Manager. If any of the funds listed in Exhibit B are not expended on the Activities pursuant to the terms of this Agreement, the unspent funds shall be returned to the City concurrently with submittal of said accounting statement.

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7. Independent Contractor Status

It is agreed that during the performance of the Services and Activities required under the terms and conditions of this Agreement, Recipient, and any person(s) who is either employed by or contracted with Recipient to furnish labor and/or materials, either work as volunteer or as a paid employee, shall be deemed not to be an employee, contractor or agent of City. Recipient has full rights to manage its employees, volunteers and contractors subject to the requirements of the law. The means by which the Services and Activities shall be accomplished is under the sole care, custody and control of Recipient.

8. Hold Harmless/Indemnification

Recipient agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents and employees from and against any claim, injury, liability, loss, cost and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which City may become legally liable arising from Recipient's acts, errors or omissions, with respect to or in any way connected with the prosecution of the activities of Recipient pursuant to this Agreement.

9. Nonassignment

Except as expressly agreed in writing by City, all Activities provided and Services required to be rendered under this Agreement shall be performed by Recipient. Recipient shall not otherwise subcontract or delegate to others the Activities to be performed under this Agreement.

10. Confirmation of Non Profit Status

As a prerequisite for City approval of this Agreement and for the payment of funds by the City, Recipient shall provide City with current written proof that Recipient has qualified for, and has complied with, all conditions required to attain the status of a non profit organization, as that status is defined under both Federal Internal Revenue Code, Section 501(c)(3), and State of California Franchise Tax Board under California Revenue and Taxation Code Section 23701.

11. Time of Performance/Termination

All Services under this Agreement are to commence upon the Effective Date, and shall continue through December 13, 2008, unless sooner terminated in accordance with the terms of this Agreement. The time allotted for the completion of the Services and Activities required under this Agreement may be extended by mutual agreement of the Parties for such additional period of time as the City may determine to be in the public interest. This Agreement may be terminated by either Party upon ten (10) calendar days written notice to the other, without cause. In the event of any termination, City shall reimburse Recipient for all services actually performed and/or all expenses actually incurred under this Agreement, to date of termination, and such payment shall constitute full payment and there shall be no other charge. Upon request of City, Recipient shall

provide City with copies of all documents prepared by Recipient as well as all receipts and proof of expenditures being requested for reimbursement.

12. Notices

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

Or by facsimile at (408) 241-6771

And to Recipient addressed as follows:

Recipient's notice address:
Name: Santa Clara Lions Football Club, Inc.
Address: 3320 Lochinvar #54
Santa Clara, CA 95051

Or by facsimile at (408) 248-5002

13. Captions

The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

14. Statutes and Law Governing Contract

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

15. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

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CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to form:

HELENE L. LEICHTER
City Attorney

JENNIFER SPARACINO
City Manager

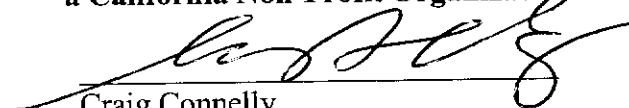
Attest:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ROD DIRIDON, JR.
City Clerk/City Auditor

"City"

SANTA CLARA LIONS FOOTBALL CLUB, INC.
a California Non-Profit Organization



Craig Connelly
President

Local Address: 3320 Lochinvar, #54
Santa Clara, CA 95051
Santa Clara, CA 95051

Telephone: (408) 248-5002
Fax: (408) 984-1493
Email: sclionsI@aol.com
"Recipient"

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**EXHIBIT A
DESCRIPTION OF RECIPIENT'S ACTIVITIES AND OBLIGATIONS**

Recipient shall also comply with the following requirements:

- A. Recipient shall carry out the following promotional activities on behalf of City.
 - 1. Compete in the Pop Warner National Championship Tournament in Orlando, Florida, on December 3, 2008.
- B. Recipient shall also comply with the following requirements:
 - 1. Adhere to Council policy guidelines for eligibility for matching City contributions.
 - 2. By January 5, 2009, provide a detailed accounting statement to the City showing all receipts and disbursements received or made in connection with the Recipient's competition at the Pop Warner National Championship Tournament for City audit.

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**EXHIBIT B
AMOUNT OF CONTRIBUTION, TERMS OF PAYMENT AND RESTRICTIONS**

A. Amount of Contribution.

1. Pursuant to the terms of this Agreement upon presentation of bills therefore, City will contribute to Recipient, toward the payment of the expenses of Recipient's competition at the Pop Warner National Championship Tournament in Orlando, Florida, on December 3, 2008, an amount not to exceed ten thousand dollars (\$10,000). In no event will the total amount of the contribution exceed ten thousand dollars (\$10,000).

B. Terms of Payment.

1. The City shall pay Recipient ten thousand dollars (\$10,000) provided the Recipient has raised matching funds.
2. The income and expenses related to the attendance at the Pop Warner National Championship Tournament are subject to audit.

C. Restrictions.

1. Monies disbursed by the City to Recipient under the terms of this contribution agreement shall be used exclusively for the Recipient's competition at the Pop Warner National Championship Tournament in Orlando, Florida, on December 3, 2008.
2. City funds are to be used exclusively for travel- and competition-related expenses incurred by those participating in the Pop Warner National Championship Tournament.
3. City funds are not to be used to underwrite expenses incurred by adult supervisors, coaches, and chaperones.